

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 27 June 03	4. REQUESTION PURCHASE NO.	5. PROJECT NO. (if applicable)	
6. ISSUED BY Defense Supply Center Philadelphia 700 Robbins Avenue Philadelphia, PA 19111-5092 POC: Tom Haley (215) 737-7804		CODE SP0300	7. ADMINISTERED BY (if other than item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code) The Public Warehousing Company (PWC) KSC P.O. Box 25418 13115 Safat, Kuwait			9A. AMENDMENT OF SOLICITATION NO. 9B DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT ORDER NO. SP0300-03-D-3061 10B DATED (SEE ITEM 13) 28 May 03		
CODE SG137		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to charge and offer already submitted, such charge may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral Agreement
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return _____ 1 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UO section headings, including solicitation contract subject matter where feasible)

See pages 2 - 7 for details to modification to the above cited contract. All other terms and conditions of the remain the same and in full force and effect.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as hereof are changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) C.T. SWITZER GENERAL MANAGER, ORGANIZATION		16A. NAME AND TITLE OF CONTRACTING OFFER (Type or print) Thomas E. Haley	
15B. CONTRACTING OFFER (Signature of Contractor)	15C. DATE SIGNED 28 Jun 03	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED JUN 30 2003
NEN 7540-01-152 (Rev. 10-90) REVISED INSTRUCTIONS		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	



1. The Operational Deployment Zone provision as defined and referenced in Solicitation SP0300-02-R-4003, and which is incorporated as part of The Public Warehousing Company (PWC) KSC resultant contract SP0300-03-D-3061 / 3070, is hereby implemented. This zone will be referred to hereafter as the "Iraq Deployment Zone".

2. This modification establishes separate ordering and delivery requirements for Operation Iraqi Freedom (OIF) initiatives in the country of Iraq area of operations. The contract number hereby established for ordering, receiving, disbursing, and billing purposes is SP0300-03-D-3067. The Statement of Work (SOW) is incorporated into this modification by reference to the aforementioned solicitation and resultant contract. Orders under this contract may be placed as early as 01 July 2003. Requirements under this contract could increase as much as twelve-hundred (1200) % over the estimated contract dollar value. This zone will include all delivery point(s) to authorized customers within the country of Iraq. For this deployment, FOB is changed from Origin to Destination. It is estimated that the frequency of deliveries will be 2 or more times per week, per delivery point(s). The number of deliveries may increase or decrease as required. It is estimated there will initially be approximately twenty-four (24) Army delivery sites and three (3) Air Force delivery sites. Multiple delivery points may be on the same base. The number of delivery points may fluctuate. It is the Government's intention to provide a lead-time of six (6) days for these deliveries, but due to operational necessities this lead-time may need to be reduced in some instances. PWC delivery trucks will travel as part of a U.S. military escorted convoy. This operational process could be subject to change should the zone achieve a more stable environment and transition. The round trip from the PWC distribution platform in Safat, Kuwait could vary from one (1) day for the closest proximity customers to seven (7) days for the farthest proximity customers. Actual delivery sites, delivery schedules, and estimated requirements will be furnished to PWC as soon as this information is finalized. Costs incurred by PWC, which are specifically associated with delivery to deployment site(s) and which can not be recouped throughout the existing cataloged prices (distribution fees), may be recouped as outlined below.

3. Within this operational deployment zone, it is DSCP's intention to initially provide PWC with product to be receipted, stored, handled, and distributed to end user customers as Government Furnished Material (GFM). For the purpose of this modification, Operational Rations GFM is defined as, but not limited to, Unitized Group Ration - A, Unitized Group Ration - Heat and Serves, Individual Feeding Rations, and Humanitarian Daily Rations. GFM will also include, but not limited to, Government owned Line Item A stocks from other Prime Vendors. It is anticipated in the near future a transition from Operational Rations to Line Item "A" (Class I Prime Vendor Cataloged Items) will be required to support troop level estimates at 60,000 headcount (subject to change). PWC will be required to source and make available sufficient stock levels to support this requirement. DSCP will provide a transition plan and suggested forecasts for start-up.

4. Transport will begin with a full tank of diesel fuel; refueling will be done at military points as needed until appropriate refueling capabilities become available. Trucks will return to PWC upon completion of unloading, and trucks will not be used at the sites for storage purposes.

5. The Prime Vendor should be aware that the geographic area of the country of Iraq presents a high security threat to individuals operating in this operational deployment zone.

The ability of Iraqi authorities to maintain order and ensure the security of its citizens and visitors is very limited. Remnants of the former Baath regime, sniper activity from regime loyalists, as well as criminal elements, remain active in the country. U.S.-led military operations continue. Travel in all areas of Iraq, including the capital of Baghdad, remains unsafe due to military operations, landmines, banditry, armed political loyalists among the general public, and the possibility of terrorist attacks. The security environment remains volatile and unpredictable in Baghdad, in addition to adjoining and outlying communities. An undeterminable amount of landmines and unexploded ordnance are scattered throughout the countryside and alongside roads, posing a danger to travelers. Some areas of the country are facing food, water, and various other utility shortages. The infrastructure may be weakened and public services are extremely limited. Iraqi authorities have imposed curfews in some areas. Iraqi authorities also can provide only limited assistance to travelers and visitors facing difficulties. Travelers and visitors should pay close attention to their personal security and to take those actions they deem appropriate and/or necessary.

The neighboring countries around Iraq also can pose certain risks to travelers and visitors, with renewed tensions a possibility not to be overlooked. Anyone viewed as having connections to U.S. interests and their sympathizers can be vulnerable targets. This coupled with the presence of indigenous sectarian and loyalist regime groups in Iraq and surrounding countries, requires all travelers and visitors in or traveling through Iraq to take appropriate security measures.

All foreign travelers and visitors are advised to consult with the U.S. Department of State for updated travel advisories in this geographic region.

6. The Prime Vendor's performance while operating in the Iraq Deployment Zone is subject to the terms and conditions of Amendment 4 to the Solicitation, Page 3, "Theater Support". In addition, the Prime Vendor will comply with the following provisions:

(a) The Prime Vendor must comply with the transportation, logistics, and support requirements contained in the Prime Vendor annex of the operation plan issued by the combatant commander. The combatant commander is the commander of a unified or specified combatant command established pursuant to 10 USC 161 or any subordinate commander given authority by that combatant commander to issue direction in a specified geographical or functional area.

(b) Government Direction: Normally, the Contracting Officer or the Contracting Officer's Representative (COR) provides direction to the Prime Vendor, and the Prime Vendor provides direction to its employees. However, in the event a Contracting Officer

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is not available and emergency action required because of enemy or terrorist activity or natural disaster which causes an immediate possibility of death or serious injury to Prime Vendor personnel or military personnel, the ranking military commander in the immediate area of operations may direct the Prime Vendor or Prime Vendor employees to undertake any action as long as those actions do not conflict with the Prime Vendor personnel's status as noncombatants. The Prime Vendor may submit a request for equitable adjustment for any additional effort required or any loss of equipment which was beyond the scope of the established contract requirements occasioned by such direction.

(c) Unless specified elsewhere in this contract, the Prime Vendor is responsible for all support required for Prime Vendor personnel engaged in this contract. However, the Government at its sole discretion may authorize or may require the use of certain Government provided logistical and/or in country employee support. The Prime Vendor must comply with all transportation, logistical, and support requirements set forth in the contractor annex to the operation order issued by the combatant commander.

(d) The Prime Vendor shall comply with and ensure that its employees are familiar with and comply with all regulations, directives, instructions, policies, and procedures; U.S., host country, local, and international laws and regulations, and treaties and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, and Defense Technical Agreements), which are applicable to Prime Vendors in the area of operations. The Prime Vendor will ensure that Prime Vendor employees are aware of and comply with all orders, directives, and instructions issued by the combatant commander relating to force protection, health, safety or relations and interaction with local nationals.

(e) Prime Vendor Personnel: The Government may direct the Prime Vendor to remove and replace any Prime Vendor personnel who jeopardizes mission accomplishment.

(f) Personnel Data: The Prime Vendor will maintain with the designated Government official a current list of all employees deployed in support of the deployed military force. The Contracting Officer will designate the appropriate automated system(s) to use for this effort.

(g) The Prime Vendor shall ensure that the following requirements are met prior to deploying an employee in support of deployed forces. Specific requirements for each category may be set forth in the statement of work or contract annex to the operation order. The Prime Vendor shall ensure that:

- (1) all applicable specified security and background checks are completed.
- (2) all deploying personnel are medically and physically fit to endure the rigors of deployment in support of military operations.
- (3) deploying personnel possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.
- (4) deploying personnel have all necessary passports, visas, and other documents required for Prime Vendor personnel to enter and exit any area of operations.

(h) **Military Clothing and Protective Equipment:** Prime Vendor personnel accompanying the force are prohibited from wearing military clothing unless specifically authorized by the combatant commander. However, Prime Vendor personnel may wear specific items required for safety and security such as ballistic or NBC (Nuclear, Biological, Chemical) protective clothing. However, the theater commander, at his discretion, may provide to the Prime Vendor personnel military unique Organizational Clothing and Individual Equipment (OCIE) and training to ensure Prime Vendor personnel security and safety. In accordance with Government Furnished Property clauses elsewhere in this contract, the Prime Vendor shall ensure that all issued OCIE is returned to the point of issue.

(i) **Weapons:** Prime Vendor personnel may not possess privately owned firearms when in support of deployed forces unless specifically authorized by the combatant commander. The Prime Vendor shall ensure employee compliance with this requirement. If the combatant commander authorizes the carrying of firearms, the military may issue weapons and ammunition to the Prime Vendor for issuance to specified Prime Vendor employees. The Prime Vendor shall ensure that its personnel who receive weapons are adequately trained and adhere to all guidance and orders issued by the combatant commander regarding possession, use, safety, and accountability of weapons and ammunition. Upon redeployment or notification by the combatant commander, the Prime Vendor shall ensure that all Government issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(j) **Next of Kin Notification:** The Prime Vendor shall be responsible for in person notification of the next of kin of a deployed employee in the following circumstances:

- (1) Death of the employee
- (2) An injury to the employee requiring evacuation
- (3) The employee is missing
- (4) The employee is captured

(k) **Evacuation of Bodies:** In the event of the death of a Prime Vendor employee, the Prime Vendor is responsible for the evacuation of body from the point of identification to the location specified by the employee or next-of-kin, as applicable.

(l) **Evacuation:** If the combatant commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance to the extent available to United States and third country employees. In the event of a non mandatory evacuation order, the Prime Vendor is required to maintain personnel on location sufficient to meet contractual obligations under this contract.

Except as provided herein, the Government does not assume any liability for any loss incurred by the Prime Vendor in the performance of this Iraq Deployment Zone, including but not limited to, loss of vehicles, personnel, or product. Furthermore, the Government is not liable for any loss resulting from any delays in assembling or deploying the aforementioned military escorted convoy provided to the Prime Vendor by the Government.

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The terms and conditions of this Modification is applicable to all subcontractors of the Prime Vendor, and will be included in all its applicable subcontracts.

7. If additional deployment zone fees are warranted above those distribution prices awarded, these fees will be negotiated at a later date.

8. The Government reserves the right to re-negotiate trucking transport fees, once stabilization and transition has occurred in Iraq, resulting in U.S. military convoys to be no longer necessary.

9. The Government hereby incorporates the Blanket Purchase Agreement (BPA) SP0303-03-D-A235, for local purchase authority of Market Ready and Fresh Produce items into this subject contract by this modification.

10. On page 2 of subject contract, the paragraph titled Services is revised to read as follows:

The Public Warehousing Company (PWC) KSC, as Prime Vendor for the Middle East Region will provide full service food and non-food distribution support for Kuwait and Qatar customers listed in Solicitation SP0300-02-R-4003, as amended.

11. On page 6 of subject contract, below the distribution fee chart, the example of the distribution fee conversion to the unit of issue distribution price is revised as follows:

Category 9 - Fruits / Vegetables / Tomato Paste (Number 10 Size Cans) - case

~~The case consists of six (6) cans, so to arrive at the actual distribution price per can, you would divide _____ This calculates out to be _____ This price is then rounded out to reflect: _____ This price would be the distribution fee per unit of issue (GN).~~

12. On Page 7 of subject contract, the paragraph titled Order Lead Times is revised as follows:

The Prime Vendor shall stock items in sufficient quantities to fill all ordering activity requirements. Normal routine deliveries shall be made within six (6) days after order placement. Order placement must be made before 12:00 noon to be considered for the day. For example, orders placed before noon on March 01 would have a required delivery date of March 07. Orders placed after noon on March 01 would have a required delivery date of March 08. Exceptions may apply for remote areas. Delivery shall average 1 to 3 times per week per each customer. Certain customers, such as military hospitals, child care centers, and other facilities serviced may require more frequent deliveries due to such factors as lack of storage capacity.

13. On Page 13 of subject contract, under point of delivery information, the last paragraph is revised to read as follows:

F. Consists / manifests are required for all deliveries.

14. The Government reserves the right to add customers to this Operational Deployment Zone, known as the Iraq Deployment Zone, as needed.

15. All other terms and conditions of this contract referenced in item 10A, remain unchanged and in full force and effect.